

Panaji, 6th October, 2022 (Asvina 14, 1944)

SERIES II No. 27



# OFFICIAL GAZETTE

## GOVERNMENT OF GOA

PUBLISHED BY AUTHORITY

**Note:-** There are three Extraordinary issues to the Official Gazette, Series II No. 26 dated 29-09-2022 as follows:—

- (1) Extraordinary dated 29-09-2022 from pages 2261 to 2262 regarding Order from Department of Home.
- (2) Extraordinary (No. 2) dated 30-09-2022 from pages 2263 to 2266 regarding Circular from Department of Finance.
- (3) Extraordinary (No. 3) dated 30-09-2022 from pages 2267 to 2268 regarding Notification from Goa Legislature Secretariat and Order from Department of Home.

### GOVERNMENT OF GOA

Department of Agriculture  
Directorate of Agriculture

#### Order

No. 8/31/2022-23/D.Agro/1078

Ex-post facto approval of the Government is hereby accorded to extend the deputation period of Shri Raghunath Joshi, Agriculture Officer of this Directorate to the post of Manager (Farms) to Goa State Horticulture Corporation Ltd. (GSHCL) for another period of 01 year i.e. w.e.f. 12-09-2022 to 11-09-2023.

The deputation of Shri Joshi shall be governed by the standard terms and conditions of deputation as contained in O.M. No. 13/04/74/PER dated 12-02-1999 and as amended from time to time.

This issues with the concurrence of the Government vide entry No. 719/F dated 13-09-2022.

By order and in the name of the Governor of Goa.

Nevil Alphonso, Director (Agriculture) & ex officio Joint Secretary.

Tonca-Caranzalem, 29th September, 2022.

Department of Co-operation  
Office of the Registrar of Co-operative Societies

#### Order

No. 11/1/Kharedi Vikri/TSII/QZ/2019/RCS/2073

Read: 1) Order No. 48-8-2001-TS-RCS/III/311 dated 21-04-2017.  
 2) Circular No. 6-13-81/EST/RCS/Part V./5833 dated 06-03-2020.  
 3) Letter No. ARCS/QZ/RS nominee/2012/ /153 dated 18-06-2020.  
 4) Order No. 11/1/Kharedi Vikri/TS-II/QZ/ RCS/1446 dated 09-08-2020.  
 5) Order No. 11/1/Kharedi Vikri/TS-II/QZ/ /2019/RCS/1377 dated 28-07-2022.  
 6) Letter No. ARCS/QZ/R's Nomine/2012/ /591 dated 25-08-2022.

Whereas, vide Order at reference No. 1 above issued by the Registrar of Co-operative Societies u/s. 86 (1) of the Goa Co-operative Societies Act, 2001 read with Rule 116 (1) of the Goa Co-operative Societies Rules, 2003, Adv. Dilip S. Gaonkar, A-306, 3rd floor, Pereira Plaza, Opposite to Hospicio Hospital, Margao, Goa was appointed as the Registrar's Nominee for deciding the disputes arising in any of the Co-operative Societies referred to him by the Registrar of Co-operative Societies/Asst. Registrars of Co-operative Societies.

And whereas, vide letter at reference No. 3 above, the Asst. Registrar of Co-operative Societies, Quepem Zone, Quepem, Goa had submitted request of Adarsh Krishi Kharedi Vikri Prakriya Sahakari Saunstha Maryadit [Reg. No. 6-APS-(a)-1 South Goa/ /93] for appointment of Adv. Dilip S. Gaonkar as dedicated Registrar's Nominee for their Society. The Registrar of Co-op. Societies, in exercise of powers conferred u/s. 123(B) of the Goa Co-operative Societies Act, 2001 read with Circular at ref. No. 2 above, appointed Adv. Dilip S. Gaonkar as the dedicated Registrar's Nominee authorizing him to

entertain and decide all the disputes submitted to him by the said Society, without referring to this office. The initial period of authorization was for 1 year from 04-08-2020 to 03-08-2021.

And whereas, vide Order referred at Sr. No. 5 above said period was extended for further period of one year with retrospective effect from 04-08-2022 to 03-08-2022.

And whereas, the Asst. Registrar of Co-operative Societies, Quepem Zone, Quepem, Goa vide letter at ref. No. 6 above has submitted request of the said Society for extension of said authorization for a further period of one year from 04-08-2022 to 03-08-2023.

Now therefore, in exercise of powers conferred under Section 123B of the Goa Co-operative Societies Act, 2001, I, the Registrar of Co-operative Societies hereby extend the authorization of Adv. Dilip S. Gaonkar as dedicated Registrar's Nominee for the Adarsh Krishi Kharedi Vikri Prakriya Sahakari Saunstha Maryadit for a further period of 1 year with retrospective effect from 04-08-2022 to 03-08-2023.

The other terms and conditions mentioned in the Order referred to at Sr. No. 4 above shall continue to remain in force.

The Registrar reserves the right to withdraw this Order at any stage without assigning any reason thereof.

Given under the seal of this office.

*Vishant S. N. Gaunekar, Registrar (Co-operative Societies) & ex officio Joint Secretary (Co-operation).*

Panaji, 20th September, 2022.

#### Order

No. 15/353/2020/ADT/RCS/2172

Read: 1) This office Order No. 15/351/2020/ADT/RCS/604 dated 05-06-2020.  
 2) This office Order No. 15/351/2020/ADT/RCS/1203 dated 10-07-2020.  
 3) This office Order No. 15/351/2020/ADT/RCS/1204 dated 10-07-2020.  
 4) This office Order No. 15/353/2020/ADT/RCS/3698 dated 05-02-2021.  
 5) This office Order No. 15/351/2020/ADT/RCS/1186 dated 04-08-2021.

The Government, in exercise of powers conferred under Section 68 of the Goa Co-operative Societies Act, 2001, is pleased to hereby ex-post facto extend the restrictions imposed vide order referred to at Sr. 1 above and which were modified and extended from time to time by issuing orders referred to at Sr.

Nos. 2 to 5 above, on the VPK Urban Co-operative Credit Society Ltd., Mardol, Ponda-Goa without any modification w.e.f. 07-12-2021 till further decision in this matter.

*Vishant S. N. Gaunekar, Registrar of Co-operative Societies & ex officio Joint Secretary (Co-op.).*

Panaji, 29th September, 2022.

#### Order

No. 50/3/354/Elec/BOD/HVRW/RCS/CZ/20/2181

Read: Letter No. 13/583/2018/ARCS/CZ/233 dated 11-05-2022, received from Assistant Registrar of Co-operative Societies, Central Zone.

Whereas, the Harbans Vihar Residents Welfare Association Co-operative Housing Maintenance Society Ltd., Chimbol, Tiswadi-Goa was registered on 03-06-2019 under registration No. ARCS/CZ/792//7(d)/GOA and is having a total membership of 100.

And whereas, the Elections to the Board of Director of said Society were held by ARCS/AEO, Central Zone, Panaji, Goa for the term of 5 years from 2021 to 2026 for a total 5 posts and the election result was declared on 28-02-2021 in Form "Election-17" i.e. result of contested election returning candidates to the 4 posts i.e. 2 from General Category and 2 from Women Category. However, 1 post from SC/ST Category remained vacant.

Further the ARCS/AEO, Central Zone, Panaji, Goa, subsequently has informed that due to the resignation of one director i.e. from women category, the vacant posts of the above Board of Directors of said society has increased to two.

And whereas, the Assistant Registrar of Co-operative Societies, Central Zone, Panaji vide letter referred above had requested to grant exemption from applicability of Section 59(4) of the Goa Co-operative Societies Act, 2001 to said Society for filling up of said vacant posts.

In view of above and in exercise of the powers vested under Section 126A of the Goa Co-operative Societies Act, 2001 (Goa Act No. 36 of 2001), the Government of Goa is pleased to exempt said Society from the applicability of provisions of sub-section (4) of Section 59 for the term 2021-2026.

By order and in the name of the Governor of Goa.

*Vishant S. N. Gaunekar, Registrar of Co-operative Societies & ex officio Joint Secretary (Co-op.).*

Panaji, 30th September, 2022.

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 27

6TH OCTOBER, 2022

**Order**

No. 60/24/RCSNominee/TS-I/RCS/2203

Read: 1) Notification No. 3/6/Urban Credit/TS-II/PZ/2017/RCS/Suppl./5306 dated 10-02-2020.  
2) Letter No. GSCB/REC/2022-23/3763 dated 22-08-2022 from Managing Director of the Goa State Co-op. Bank Ltd., Panaji.

Whereas, vide Notification at reference No. 1 above issued by the Government exercising the powers under Section 126 A of the Goa Co-operative Societies Act, 2001 (Goa Act 36 of 2001) (hereafter referred to said Act,) the provision of sub-section (1) of Section 91 D of the said Act was modified and the Registrar of Co-operative Societies was authorized to appoint Officers of Co-operative Credit Societies, V.K.S.S. Societies having credit counters and Multipurpose Societies as RECOVERY OFFICER/SALE OFFICER upon receipt of individual proposals subject to the terms and condition as may be incorporated in the Order.

And whereas, vide letter read at Sr. No. 2 above, the Managing Director of The Goa State Co-operative Bank Ltd., Panaji has informed that, the said Bank in its executive committee meeting held on 03-08-2022 has decided to request this office to appoint Mr. Chetan Laxman Naik, Grade II officer of the said Bank as Sales and Recovery Officer for North Zone in place of Mr. Uday Dessai who is transferred to Margao Branch of the said Bank.

Therefore, in exercise of the powers conferred under Section 123 (B) and Section 91 D of the said Act, along with Rule 124 of the Goa Co-operative Societies Rules, 2003, I, the undersigned hereby authorize Mr. Chetan Laxman Naik, Grade II officer of the Goa State Co-operative Bank Ltd., Panaji to act as Sale-cum-Recovery Officer in relation to the recovery of debts and to attach and sell the property and execution of all recovery orders of decree holder by the Arbitrator or the Nominee of Registrar of the said Bank subject the following conditions:-

1. The Officer appointed and delegated with powers of Sales-cum-Recovery Officers shall follow all the procedures as laid down under the said Act and the Goa Co-operative Societies Rules, 2003 or in compliance with any other relevant provisions of any other Act/Rules and also Bye-laws of the Bank concerned while execution of decree.

2. The Board of Directors of the Bank shall be fully responsible along with the Chief Executive Officer for any acts of above officers in contravention of the Acts, Rules and Bye-laws of the said Bank.

3. The Board of Directors shall review the performances of the above Officer every month and ensure compliance by them.

4. This appointment is valid for one year with effect from 03-10-2022 to 02-10-2023.

5. The undersigned reserves the right to withdraw this order at any stage without assigning any reasons.

Given under the seal of the office.

*Vishant S. N. Gaunekar*, Registrar (Co-operative Societies) & ex officio Joint Secretary.

Panaji, 3rd October, 2022.

Office of the Asstt. Registrar of Co-operative Societies

**Notification**

No. ARCS/CZ/HSG/927/ADM/20/988

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, The Fatima Chambers Co-op. Housing Maintenance, Society Ltd., Dr. A. B. Road, Panaji-Goa is registered under code symbol No. RCSCZ2022230015.

*Harish S. Naik*, Asstt. Registrar (Co-operative Societies), Central Zone.

Panaji, 26th July, 2022.

**Certificate of Registration**

"The Fatima Chambers Co-op. Housing Maintenance Society Ltd.", Dr. A. B. Road, Panaji-Goa has been registered on 26-07-2022 and it bears registration code symbol No. RCSCZ2022230015 and its classified as "Co-operative Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

*Harish S. Naik*, Asstt. Registrar (Co-operative Societies), Central Zone.

Panaji, 26th July, 2022.

**Notification**

No. ARCS/CZ/HSG/945/ADM/20/989

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, The Meera Residency Co-operative Housing Maintenance Society Ltd., St. Inez, Panaji, Goa is registered under code symbol No. RCSCZ2022230014.

*Harish S. Naik*, Asstt. Registrar (Co-operative Societies), Central Zone.

Panaji, 19th July, 2022.

OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 27

6TH OCTOBER, 2022

Certificate of Registration

"The Meera Residency Co-operative Housing Maintenance Society Ltd.", St. Inez, Panaji-Goa has been registered on 19-07-2022 and it bears registration code symbol No. RCSCZ2022230014 and its classified as "Co-operative Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

*Harish S. Naik, Asstt. Registrar (Co-operative Societies), Central Zone.*

Panaji, 19th July, 2022.

**Notification**

No. ARCS/CZ/HSG/933/ADM/20/1072

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, Abhyant Grandeur Apt. Co-op. Housing Maintenance Society Ltd., Taleigao, Ilhas-Goa is registered under code symbol No. RCSCZ2022230016.

*Harish S. Naik, Asstt. Registrar (Co-operative Societies), Central Zone.*

Panaji, 05th August, 2022.

Certificate of Registration

"Abhyant Grandeur Apt. Co-op. Housing Maintenance Society Ltd.", Taleigao, Ilhas-Goa has been registered on 05-08-2022 and it bears registration code symbol No. RCSCZ2022230016 and its classified as "Co-operative Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

*Harish S. Naik, Asstt. Registrar (Co-operative Societies), Central Zone.*

Panaji, 05th August, 2022.

**Notification**

No. ARCS/CZ/HSG/924/ADM/20

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, The Shah Meadows Co-operative Housing Maintenance Society Limited, St. Caitan, Merces, Tiswadi-Goa is registered under code symbol No. RCSCZ2022230017.

*Harish S. Naik, Asstt. Registrar (Co-operative Societies), Central Zone.*

Panaji, 8th August, 2022.

Certificate of Registration

"The Shah Meadows Co-operative Housing Maintenance Society Limited", St. Caitan, Merces, Tiswadi-Goa has been registered on 08-08-2022 and it bears registration code symbol No. RCSCZ2022230017 and its classified as "Co-operative Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

*Harish S. Naik, Asstt. Registrar (Co-operative Societies), Central Zone.*

Panaji, 08th August, 2022.

**Notification**

No. ARCS/CZ/HSG/946/ADM/20/1210

In exercise of the powers vested in me under Section 8 of the Goa Co-operative Societies Act, 2001, The AVE TOM Residency Co-operative Housing Maintenance Society Limited, Village Corlim, Tiswadi-Goa is registered under code symbol No. RCSCZ2022230018.

*Harish S. Naik, Asstt. Registrar (Co-operative Societies), Central Zone.*

Panaji, 05th September, 2022.

Certificate of Registration

"The AVE TOM Residency Co-operative Housing Maintenance Society Limited", Village Corlim, Tiswadi-Goa has been registered on 05-09-2022 and it bears registration code symbol No. RCSCZ2022230018 and its classified as "Co-operative Housing Society" under sub-classification No. 7-(d)-Co-operative Housing Maintenance Society in terms of Rule 8 of the Goa Co-operative Rules, 2003.

*Harish S. Naik, Asstt. Registrar (Co-operative Societies), Central Zone.*

Panaji, 05th September, 2022.

**Corrigendum**

No. ARCS/CZ/HSG/881/ADM/18/1408

Read: 1) Memo No. ARCS/CZ/HSG/881/ADM/18/31 dated 09-05-2019.  
2) Notification/Certificate of Registration No. ARCS/CZ/HSG/795/7(b)/Goa dated 09-05-2019.

The name of the society specified in the Memo, Notification and Registration Certificate referred at preamble shall be read as "Sunteck Kanaka Corporate Park Co-operative Housing Society Ltd.", instead of "The Sunteck Corporate Park Co-op. Housing Society Ltd.".

The other contents in the Memo, Notification and Registration Certificate referred at Sr. No. 1 and 2 above will remain unchanged.

*Smita Kankonkar, Asstt. Registrar (Co-operative Societies), Central Zone.*

Panaji, 30th September, 2022.



**Department of Education, Art & Culture  
Directorate of Higher Education**

**Order**

No. ACAD III/GC/Transfer & Posting/55/2019/  
/17966(A)

Read: 1) DHE/EST/214/2021/1259 dated 09-06-2021.

2) ACAD III/GC/Transfer & Posting/55/2019/  
/17966 dated 25-08-2022.

Government is pleased to transfer Shri Siddhesh Subhash Kesarkar, College Director of Physical Education, Government College of Commerce and Economics, Margao-Goa to Goa College of Music, Altinho, Panaji-Goa under Directorate of Higher Education with immediate effect in public interest.

He shall continue to hold charge as Assistant Director (Academic) of Higher Education on working arrangement basis as a temporary measure until further orders.

Shri Siddhesh Subhash Kesarkar shall draw his salary under Demand No. 35 in the Budget head 2205—Art & Culture; 00; 101—Fine Art Education; 01—Goa College of Music; 01—Salaries.

By order and in the name of the Governor of Goa.

*Avelina D'sa E Pereira, Under Secretary (Higher Education).*

Porvorim, 25th August, 2022.

**Order**

No. 2/79/SHEC ACT/2017-18/DHE/19284

Government is pleased to appoint Director (Higher Education) as the Executive Director who shall be the Member Secretary of the Goa State Higher Education Council in terms of Section 8 of the Goa State Higher Education Council Act, 2018.

By order and in the name of the Governor of Goa.

*Avelina D'sa E Pereira, Under Secretary (Higher Education).*

Porvorim, 29th September, 2022.

**Order**

No. 2/79/SHEC ACT/2017-18/DHE/19300

Joint Director of Accounts in Directorate of Higher Education shall look after the functions of Finance Officer for the Goa State Higher Education Council as an interim arrangement until further orders.

This issues with the approval of the Hon'ble Chief Minister/Education Minister/Chairperson for Goa State Higher Education Council.

*Prasad Lolayekar, IAS, Executive Director (State Higher Education Council) & Director (Higher Education).*

Porvorim, 30th September, 2022.



**Goa Human Rights Commission**

Office of the Goa Human Rights Commission

**Before the Goa Human Rights Commission  
Panaji-Goa**

Proceeding No. 164/2021

Shri Vishant S. Nagvekar,  
C-49, Govt. Quarters,  
Altinho, Panaji-Goa ... Complainant.  
V/s

The Director,  
Directorate of Social Welfare,  
Government of Goa,  
Panaji-Goa ... Respondent.

**Inquiry Report**

(20th June, 2022)

The complaint dated 31-07-2021, was received online from the Complainant.

2. On perusing the complaint, the Commission by Order dated 23-08-2021, issued notice to the Respondent.

3. The Respondent filed their reply dated 05-10-2021, along with the report in Annexure 'A' of the Directorate of Social Welfare, Panaji-Goa. On the copy of the same being forwarded to the Complainant, the Complainant filed his Rejoinder on 06-12-2021.

4. At the stage of hearing, the Commission heard Shri Vishesh Kulkarni, Member of Legal Aid Cell of V.M. Salgaonkar College of Law. The Respondent was absent at the time of hearing.

5. The Commission has perused the complaint, the reply of the Respondent, the Rejoinder and the documents relied upon.

6. The complaint had been filed for issuing advisory for granting reservation in promotions to the Government employees with benchmark disabilities as stipulated vide the Rights of Persons with Disabilities Act, 2016.

7. Shri Vishesh Kulkarni had referred to several Supreme Court judgments in respect of reservation in promotions to persons with benchmark disabilities. He submitted that the reply of the Respondent that the matter is pending before the Supreme Court is incorrect as the Miscellaneous Application No. 2171/2020 in Civil Appeal No. 1567/2017, filed before the Supreme Court has already been decided.

8. The Government of Goa vide Office Memorandum No. 50-326-98-99-HC/Part/2692 dated 08-08-2018 had stipulated provision of 4% reservation to persons with disabilities in direct recruitment. The grievance of the Complainant is that the Government of Goa has not made reservation for promotions for persons with disabilities.

9. From the reply of the Respondent along with Annexure 'A', the Respondent agreed that there is a stipulated provision for 4% reservation to persons with disabilities in Direct Recruitment, but the Office Memorandum is silent regarding promotions to persons with disabilities. They stated that the Ministry of Personnel, Public Grievances and Pensions, Department of Personnel & Training, New Delhi had informed the Government of Goa that MA No. 2171/2020 with regards to Civil Appeal No. 1567/2017, against the Judgment dated 14-07-2020 is sub-judice before the Hon'ble Supreme Court of India and once they receive the guidelines regarding reservation in promotions issued from the Ministry of Personnel, Public Grievances and Pensions, Department of Personnel & Training, New Delhi, Goa Government will adopt the same and implement the same in the State of Goa.

10. As rightly pointed out by Shri Vishesh Kulkarni, Miscellaneous Application No. 2171/2020 in Civil Appeal No. 1567/2017, has in fact been decided by the Supreme Court by Order dated 28-09-2021 and the Miscellaneous Application was disposed of.

11. From the said Order, it is seen that the correctness of the judgment of the Supreme Court in **Rajeev Kumar Gupta & Ors. v. Union of India & Ors., 1 (2016) 13 SCC 153**, was raised by the Union of India before the Division Bench of the Court and the matter was referred to a larger Bench which held that the Union and the State Governments are bound by the judgments of the Supreme Court.

12. In the above Order dated 28-09-2021, having examined the judgments of the Supreme Court and the submissions made on behalf of the parties, the Supreme Court held that there is no ambiguity in the judgments which warrants any clarification. The Union of India was directed to issue instructions regarding reservation in promotion as provided in Section 34 of the Rights of Persons with Disabilities Act, 2016, within a period of four months from 28-09-2021.

13. The Commission agrees with the submissions made on behalf of the Complainant that the Apex Court has directed to issue instructions regarding reservation in promotion, as provided in Section 34 of the Rights of Persons with Disabilities Act, 2016.

14. In view of the above, the Commission recommends that the Respondent issue instructions regarding reservation in promotion to Government employees with benchmark disabilities, as provided in Section 34 of the Rights of Persons with Disabilities Act, 2016, within 90 days from today.

15. Under Section 18(e) of the Protection of Human Rights Act, 1993, the Commission shall send a copy of the Inquiry Report together with its recommendations to the concerned Government or authority and they shall, within a period of one month or such further time as the Commission may allow, forward its comments on the report, including the action taken or proposed to be taken, to the Commission.

16. Copy of the Inquiry Report be sent to the Respondent, calling for their comments, including the action taken or proposed to be taken within a period of 90 days or on or before 21-09-2022, in terms of Section 18(e) of the Protection of Human Rights Act, 1993.

Date: 20-06-2022.

Place: Panaji-Goa.



(Desmond D'Costa)  
Member  
Goa Human Rights Commission

*20/06/2022*

*P. Kamat*  
(Pramod V. Kamat)  
Member  
Goa Human Rights Commission



GOA GOVERNMENT

GOVERNMENT OF GOA  
DIRECTORATE OF SOCIAL WELFARE  
18<sup>TH</sup> JUNE ROAD, PANAJI-GOA  
Tel.No.2223784, 2232257 Fax No.2228172  
Email: socialwelfaregoa@rediffmail.com

Pro. No:- 164/2021

No. 51-25-2008-09-HC/ 2525

Dated 26/07/2022

To,  
✓ The Section Officer,  
Goa Human Rights Commission,  
Panaji-Goa

To the Secretary  
Urgent  
26/07/22  
26/07/22  
26/07/22

**Sub:- regarding representation for issue advisory to grants reservation in promotions to the Government employees with Benchmark Disabilities stipulated vide the Rights of Persons with Disabilities Act,2016.**

Sir,

I am to refer to Proceeding No.164/2021/326 dated 21/06/2022 in the matter of Shri Vishant Nagvekar,C-49, Govt.Quarters, Altinho, Panaji-Goa V/s the Director, Directorate of Social Welfare, Panaji-Goa on the above mentioned subject and to forward herewith a report in Annexure-A pertaining to Directorate of Social Welfare, Panaji for further needful action.

Yours sincerely,

(Siddhivinayak Naik)  
Director of Social Welfare

Encl:As above

File  
U/Bank  
26/07/22

Copy to:

1. Office file
2. Guard file

**Annexure-A****REPORT**

With reference to the Notice of proceeding No. 164/2021/326 dated 21/06/2022 in the matter of Shri. Vishant S. Nagvekar C-49, Govt. Quarters, Altinho, Panaji-Goa v/s The Director, Directorate of Social Welfare, Panaji-Goa.

In order dated 20/06/2022 it is stated that complaint dated 31/07/2021 made by Shri. Vishant S. Nagvekar regarding representation for issue advisory to grants reservation in promotion to the Government employees with Benchmark Disabilities stipulated vide the Rights of Persons with Disabilities Act, 2016.

In the above context, it is stated that Directorate of Social Welfare has already issued Office Memorandum, vide No. 3(3)-2022-23-EPwD/Reservation/1737 dated 14/06/2022 regarding Reservation in Promotion to Persons with Benchmark Disabilities. A copy of the same is enclosed for information.



(Siddhivinayak Naik)  
Director of Social Welfare  
Ex-officio/Jt. Secretary (SW)

**Before the Goa Human Rights Commission  
Panaji-Goa**

Proceeding No. 140/2019

Mrs. Vidya P. Pai Kane,  
C/o. Adv. Rakesh S. Karmali,  
H. No. 342, Opp. Nita Industries,  
Nispabhat, Sao Jose de Areal,  
Salcete-Goa.

....Complainant

V/s

1. The Manager,  
Cuncolim United High School,  
Cuncolim Educational Society,  
Cuncolim, Salcete-Goa.
2. The Director of Education,  
Directorate of Education,  
Porvorim-Goa. .... Respondents

Inquiry Report/Order  
(21st September, 2021)

The Complaint dated 04-06-2019, was received in the Commission in respect of non-payment of the Complainant's balance G.P.F. amount along with interest by the Respondent No. 1.

2. On perusing the Complaint, the Commission by Order dated 07-06-2019, called for the report from the above named two Respondents.

3. The Respondent No. 1 filed their report dated 08-07-2019. The Respondent No. 1 has not denied that an amount of Rs. 2,50,610/- is balance to be paid to the Complainant, towards her G.P.F. The Respondent No. 1 says that some records were not traceable and that vide letter, reference No. CUHS/2016-17/548 dated 13-01-2017, they wrote to the Dy. Director of Education, South Education Zone, Margao that the records of MPS High School were available in the office of the Dy. Director of Education, South Education Zone, Margao, and that the same were required for resolving the G.P.F. case of the Complainant. The Respondent No. 2, however, has not filed any reply, denying the above statement of the Respondent No. 1 or denying the case of the Complainant.

4. The Complainant has filed a detail rejoinder to the reply of the Respondent No. 1, thereby denying the averments which are not consistent to her case and reiterating the facts stated in the Complaint.

5. At the stage of arguments, the Complainant and her representative, Shri Motiram Pai Angle, were heard. None were present for the Respondents.

6. The Commission has perused the Complaint and her documents as well as the reply of Respondent No. 1 and their documents and the rejoinder filed by the Complainant on 19-03-2020.

7. The Complainant states that though the balance of her G.P.F. account on the date of her retirement as a teacher in the school of Respondent No. 1 in August 2016, was Rs. 16,01,208/-, she has been paid only Rs. 13,50,598/- on 17-10-2019 and the amount of Rs. 2,50,610/- is still due to her.

8. The Complainant has reiterated in her Rejoinder that she has made efforts to get the remaining amount of G.P.F., but the same was not paid to her.

9. It is seen that in the copy of the page from the General Provident Fund Register, for the year 2016-17, produced by the Complainant, the balance of G.P.F. as on 31-12-2016 in respect of the Complainant was indicated as Rs. 16,01,208/. But this was subsequently cancelled by putting cross lines. There is no signature of any authority or stamp of the school under this cancellation. There is also no explanation about this document in the reply filed by the Respondent No. 1.

10. The Commission finds, from the letter dated 17-10-2017, of the Directorate of Education which is annexed to the Complaint, that the Joint Director of Accounts of the Directorate of Education had granted sanction of the Director of Education, Porvorim to the Assistant Accounts Officer, South Education Zone, Margao-Goa, in respect of the final payment of G.P.F. balance of the Complainant. As per the said letter, the sanction was conveyed for drawing of a sum of Rs. 13,50,597/- (Rupees Thirteen lakhs fifty thousand five hundred ninety seven only), representing the entire G.P.F. deposit benefit residuary balance with interest calculated up to 12/2016, the maximum admissible as per rules. The school authorities were directed to disburse the said amount in terms of Rule 34 of the G.P.F. (C. S.) Rules.

11. A perusal of the letter dated 16-05-2017 of Respondent No. 1 addressed to the Complainant reveals that it was intimated to her that it has been decided to revise G.P.F. sheet available by deducting an amount of Rs. 12,239/- of which ledger sheet are not available and further that it has been decided to make final payment of only the amount for which ledger record was available and her consent was sought. The Complainant, vide letter dated 17-05-2017, had informed the Respondent No. 1 that if her final G.P.F. payment was made less than shown in her G.P.F. account maintained by the school authority along with South Zone, then she will accept the amount "under protest" so that the remaining G.P.F. amount which was deducted would be released at the earliest under consideration by using the concerned authority's

discretionary powers. By letter dated 09-06-2018, the Complainant thanked the Respondent No. 1 for making efforts to get the part of G.P.F. amount and informed that she was expecting the same co-operation to get the balance G.P.F. amount. She has specifically stated in this letter that she received the said amount of Rs. 13,50,598/- after recasting the ledger folios for the years from 92-93 till the date of her voluntary retirement by taking her consent which was given under protest. The Complainant requested the Respondent No. 1 to submit the recasted two years i.e. 90-91 and 91-92 along with previous years ledger folios and along with interest. The Respondent No. 1 did not bother to do anything to resolve the issue.

12. By letter dated 23-07-2012 of Director of Education, Porvorim-Goa, the Respondent No. 2 directed Jt. Director of Accounts, Margao, conveying sanction under Rule 15(1)(A)(b) r/w Section 16(1) of G.P.F (C.S.) Rules, 1960, to withdrawal by the Complainant a sum of Rs. 12,00,000/- in connection with marriage ceremony of her daughter and further certifying that the Complainant having completed 33 years of her service as on 2011, her balance as on 04-12-2012 is Rs. 16,65,933/- thereby giving details of her entitlement. The copy of the said letter was forwarded to the Respondent No. 1 as well as the Complainant and the Asstt. Accounts Officer, South Educational Zone, Margao. The Respondent No. 1, in paragraph 4 of their reply, have specifically stated that while sanctioning the amount of Rs. 12,00,000/-, Education Department certified that as on April 2012, the balance G.P.F. at the credit of the Complainant was Rs. 16,65,933/-.

13. The Respondent No.1 did not either join issue with the said certification of Respondent No. 2 nor any clarification appeared to have been sought by the Respondent No.1. The said letter dated 23-07-2012 is accompanied by certificate issued by the M.R.G. D'Souza, Dy. Director of Education, South Education Zone, Margao certifying that the Complainant Smt. Vidhya P. Pai Kane, Asstt. Teacher has opted for new benefits under Section 13 of the Goa Education Act, 1984 and that her option form for new benefits under Section 13 of the Goa Education Act, 1984 is not traceable in the light of M.P.S. High School being closed and her personal file is not found in the old records. In the said certificate, it is also made clear that the Management share of her CPF amounting to Rs. 5,498.01 has been credited to the Government Treasury and the individual share of her CPF amounting to Rs. 6,929/- has been credited to her G.P.F. account.

14. The undisputed fact remains that the Respondent No. 2, way back on 23-07-2012, based

on the records, arrived at a conclusion that as on 04-12-2012, the Complainant had the balance amount of Rs. 16,65,933/- towards her G.P. F. As per the records, an amount of Rs. 13,50,598/- admittedly was paid to the Complainant, which has been accepted be her under protest. It is strange that the custodian of records (documents) are seeking records (documents) from the employee. In fact, the order dated 04-12-1997, of the Respondent No. 2, regarding the absorption of the Complainant from M.P.S. High School, Murida, Cuncolim, Goa to the Respondent No. 1-school, reveals that on receipt of intimation from the absorbed school, the Management of the relieving school, had to, within outer time limit of 10 days, forward the service book and leave account duly complied in all respects and the last pay certificate of the employee to his/her school of absorption and also had to forward any other records as may be called for by the absorbed school. It has been specifically mentioned in the above order that any lapses in compliance to the above instructions will attract serious action against the erring school.

15. We are of the opinion that the G.P.F. of the Complainant cannot be withheld on the ground that G.P.F. ledger maintained by the Respondents are not available due to the closure of MPS High School. More so, it was compulsory for all the Teachers to submit the option form as per the Act and as per the instructions given by the Department of Education at the time of surplus transfer dated 04-12-1997 and for which, infact the Respondent No. 1 is liable being in custody of the documents. The non-availability of original past records of Mrs. Vidhya P. Pai Kane from the MPS High School is not a ground to deny the legitimate dues of the Complainant when it is the duty and obligation of the Respondent No. 1-to maintain records. It is also not the case of Respondent No. 1 that the Complainant is not entitled for the said balance amount of Rs. 2,50,610/- or any part thereof. There are no justifiable reasons advanced by Respondent No. 1 to deny the Complainant's justifiable dues with interest. That being the position, we are of the opinion that the Respondent No. 1 is liable to pay the amount of Rs. 2,50,610/- due to her with interest accrued on the said sum @ six percent simple interest per annum.

16. In view of all the correspondence on record coupled with the silence of the Respondents, we opine that the Complainant in all was entitled for an amount of Rs. 16,01,208/- as on the date of her retirement and hence the amount of Rs. 2,50,610/- is due to her, with interest.

17. The Commission, therefore, recommends that the Respondent No. 1 should effect the payment of Rs. 2,50,610/- due to her along with simple interest @ 6% per annum as from 18-10-2017 till the date of final payment.

18. Under Section 18(e) of the Protection of Human Rights Act, 1993, the Commission shall send

a copy of the Inquiry Report together with its recommendations to the Respondents and the Respondents shall within a period of one month from today or such further time as the Commission may allow, forward its comments on the report, including the action taken or proposed to be taken thereon to the Commission.

Date : 21/09/2021

Place : Panaji-Goa.



*UVB*  
 Justice U.V. Bakre  
 Chairperson  
 Goa Human Rights Commission

*D Costa*  
 Desmond D'Costa  
 Member  
 Goa Human Rights Commission

## Department of Information & Publicity

### Order

No. DIP/R.DAY-TAB.2023/2837

Government is pleased to constitute a Committee under the Chairmanship of Hon'ble Chief Minister Shri Pramod Sawant comprising of the following in order to select the design of tableau for presentation at Republic Day Parade, 2023:

1. Dr. Pramod Sawant, Chief Minister	— Chairman.
2. Shri Govind Gaude, Minister for Art & Culture	— Member.
3. Chief Secretary	— Member.
4. Secretary, Information & Publicity	— Member.
5. Principal Chief Engineer, PWD	— Member.
6. Principal, Goa College of Art	— Member.
7. Director of Art & Culture	— Member.
8. Director of Accounts	— Member.

9. Principal, Goa College of Music	— Member.
10. Jt. Director of Information & Publicity	— Member.
11. Director of Information & Publicity	— Member Secretary.

The Committee will be entrusted with the following works:

1. Scrutinize designs received from independent artistes, art students and tableau contractors.
2. Technical evaluation of the eligible bids based on the information/detailing/concept/  
design/s.
3. Awarding of marks to the bids based on criteria prior experience previous awards of the bidders, presentation etc.
4. Supervise the fabrication of the float and oversee the presentation.

This issues with the approval of Government under U.O. No. 833/F dated 25-09-2022.

By order and in the name of the Governor of Goa.

*Dipak M. Bandekar*, Director (Information & Publicity) & ex officio Addl. Secretary.

Panaji, 27th September, 2022.

## Department of Labour

### Order

No. 24/3/87-Lab-Part-I(Vol-I)/ESI(Part)/512

Government is pleased to order the transfer and posting of the following Doctor in E.S.I. Scheme, under Office of Commissioner, Labour & Employment in public interest with immediate effect as under:

## OFFICIAL GAZETTE — GOVT. OF GOA

SERIES II No. 27

6TH OCTOBER, 2022

Sr. No.	Name of the Official	Present place of posting	Place of posting on transfer
1	2	3	4
1.	Dr. Shubhangi Lotlikar, Administrative Medical Officer	E.S.I. Dispensary, Panaji	Office of Administrative Medical Officer, Panaji.

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).

Porvorim, 23rd September, 2022.

## Notification

No. 28/02/2022-LAB/376

The following Award passed by the Industrial Tribunal and Labour Court, at Panaji-Goa on 13-07-2022 in Ref. No. IT/06/2021 is hereby published as required under Section 17 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947).

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).

Porvorim, 27th July, 2022.

IN THE INDUSTRIAL TRIBUNAL AND  
LABOUR COURT  
GOVERNMENT OF GOA AT PANAJI

(Before Ms. Bela N. Naik, Hon'ble Presiding  
Officer)

Ref. No. IT/06/2021

Workmen,  
Rep. by General Secretary,  
Bhartiya Kamgar Sena,  
C/o Shankar Pandit,  
H. No. 86/1(85),  
Mahalaxmi Residency,  
Behind Kala Bhavan,  
Sancoale-Goa. .... Workmen/Party I.

V/s

The Managing Director,  
M/s. Tevapharm India Private Limited,  
Plot No. A-1, Phase 1-A,  
Verna Industrial Estate,  
Verna-Goa. .... Employer/Party II.

Workmen/Party I represented by Learned Advocate  
Shri P. J. Kamat.

Employer/Party II represented by learned Advocate  
Shri M. S. Bandodkar.

## AWARD

(Delivered on this the 13th day of the month  
of July of the year 2022)

By Order dated 29-01-2021, bearing No. 28/25/  
/2020-LAB/44, the Government of Goa in exercise  
of powers conferred by Section 10(1)(d) of the  
Industrial Disputes Act, 1947 (for short 'The Act'),  
has referred the following dispute to this Tribunal  
for adjudication.

(1) "Whether the action of the Management of  
M/s Tevapharm India Private Limited, Plot  
No. A-1, Phase 1-A Verna Industrial Estate,  
Verna-Goa in not conceding the following  
demands raised by the Bhartiya Kamgar  
Sena, in respect of the workers employed  
there in is legal and justified?

## CHARTER OF DEMANDS

**Demand No. 1: Pay Scales:**

Grade-I : 15000-500-17500-750-21250-1000-  
-26250-1250-32500.

Grade-II : 16000-600-19000-850-23250-1100-  
-28750-1350-35500.

Grade-III : 17000-700-20500-950-25250-1200-  
-31250-1450-18500.

Grade-IV : 18000-800-22000-1050-27250-1300-  
-33750-1550-41500.

**Demand No. 2: Flat Rise:**

Union demands that all the workmen shall be  
given the flat rise of Rs. 5000/- (Fitment: The above  
amounts should be added to the existing basic and  
thereafter fitted in the revised pay scale in the  
higher stage).

**Demand No. 3: Seniority Increments:**

Union demands that the workmen should be  
given Seniority increments as mentioned below:

Service up to 3 years: One increment

Service from 3 years : Two increments.  
to 7 years

Service from 7 years : Three increments.  
to 10 years

Service above 10 years : Four increments.

**Demand No. 4: Variable Dearness Allowances (VDA):**

Union demands that VDA shall be paid at the revised rate of Rs. 3/- per point rise beyond 5000 points of AICPI (1960) the computation of VDA shall be made quarterly based on the average consumer point for the preceding quarter.

**Demand No. 5: House Rent Allowance (HRA):**

The union demands that HRA shall be paid at the revised rate of 30% of basic, DA and VDA, as the cost of accommodation is very high in Goa due to Tourist State.

**Demand No. 6: Education Allowance:**

The union demands that all the workmen shall be paid Education Allowance @ Rs. 2500/- per month.

**Demand No. 7: Conveyance Allowance:**

The union demands that all the workmen shall be paid conveyance allowance @ revised rate by adding Rs. 2500/- to the existing allowance.

**Demand No. 8: Paid Holidays:**

The union demands that all the workmen shall be granted paid holidays at the rate of 15 days per year.

**Demand No. 9: Leave:**

The union demands that all the workers should be given leave on following basis:

- (a) Earned Leave: Union demands that all the workmen should be given Earned Leave at the rate of 35 days Earned Leave per year with accumulation up to 120 days and leave shall be allowed to take 10 times in a year.
- (b) Casual Leave: Union demands that all the workmen should be given Casual Leave at the rate of 15 days per year with encashment facility.
- (c) Sick Leave: Union demands that all the workmen covered under ESIC should be given Sick Leave at the rate of 15 days per year. And those workmen outside the purview of ESIC shall be given 15 days Sick Leave per year with accumulation up to 75 days.

**Demand No. 10: Leave Travel Assistance:**

The union demands that LTA should be paid at the rate of one month gross wager per annum with minimum of four days earned leave. The amount shall be paid one week before the commencement of leave.

**Demand No. 11: Medical Reimbursement:**

The union demands that those workmen who are outside the purview of the ESIC, shall be reimbursed full medical expenses incurred by them for self and their family including dependent father and mother.

**Demand No. 12: Bonus/Ex-gratia:**

The union demands that all the workers shall be paid Bonus/Ex-gratia at the rate of 20% of gross wages (Basic, FDA & VDA) every year, before 31st May every year.

**Demand No. 13: Shift Allowance:**

The union demands that those workmen work in the shifts shall be paid shift allowance as under:

Second Shift: Rs. 100/- per second shift.

Third Shift: Rs. 150/- per third shift.

**Demand No. 14: Fixed Dearness Allowance (FDA):**

The union demands that all the works shall be paid FDA @ revised rate by adding Rs. 2500/- to existing FDA.

**Demand No. 15: Accident benefits while on duty and while coming for duty and while going home from duty:**

The union demands that those workmen who met with accident while coming for duty and going back from the duty shall be treated as accident while on duty and they shall be given all the benefits such as full wages and full medical reimbursement to the concerned workman.

**Demand No. 16: City Compensatory Allowance (CCA):**

The union demands that all the workmen shall be paid CCA at the revised rate by adding Rs. 1000/- to the existing CCA.

**Demand No. 17:**

(1) Paternity Leave: Workmen should be given 10 days of paternity leave with full pay.

(2) Bereavement Leave: In case of death of any family member, workmen should be given 12 days Bereavement Leave with full pay.

(3) Applicability: The revision as per the COD shall be applicable to all permanent workmen who are the members of the Union and it shall also be applicable to those probationers who would be subsequently absorbed as permanent employees and those employees who become the members of the Union hereafter.

(4) Bandh Day: If any Union or workers or agitations resort to Goa Bandh/Strike and the workers are unable to reach the work place on account of same, Company should take all responsibility and provide free transportation to the workmen to and from home to Company and

back in the event the Company insists on running the factory. If not, Company should give full pay on such day.

(5) Short Leave: Short paid leave for 02 hours which was being given for last many years and withdrawn from the month of Dec. 2018 without notice should be restored with immediate effect.

(6) Leave Encashment: Leave encashment should be given on gross salary.

(7) Attendance Allowance: All the workmen should be given Attendance Allowance as shown below:-

- (a) For 26 days present : Rs. 900/-
- (b) For 24 days present : Rs. 700/-
- (c) For 22 days present : Rs. 500/-

(8) Medical Facility:

(a) All the workmen should be covered under mediclaim policy up to 5 lacs and include spouse, children upto the age of 25 years, father and mother of the workmen is beneficiary of the said scheme in addition Rs. 30 Lakhs corporate buffer for all sum assured.

(b) All the workmen should be covered under death insurance scheme of Rs. 20 Lakhs for any kind of death.

(c) All the workmen should be covered under accident insurance scheme of Rs. 15 Lakhs.

(d) If any workmen undergoes medical treatment for any disease and remain absent on duty due to sickness for long period, he should be given full pay special leave till he resumes on duty.

(e) Company should tie up to two standard hospitals near Company to get immediate treatment to the workmen in emergency.

(f) Company should make available of ambulance for 24 hours in the Company's premises.

(g) Company should give medical help including vehicle facility to the workman's family.

(h) Company should give Rs. 30,000/- as emergency medical help in case of hospitalization/death of any family member.

(i) Company should arrange transport/air ticket in case of emergency of workmen.

(9) Loan Facility:

(a) Personal Loan: All workmen should be given interest free personal loan @ Rs. 10 times gross salary. The amount of personal loan will be repayable in easy monthly installments.

(b) Housing Loan: All workmen should be given interest free Housing Loan of Rs. 10/- Lakhs.

The amount of Housing Loan will be repayable in easy monthly installments.

(10) Other Facilities:

(a) Death relief fund: In case of death of workmen during the service inside factory premises or outside company, all the workmen should contribute one day wages and the employer should contribute an amount of Rs. 5/- Lakhs contribution towards death relief fund and such amount should be handed over to the legal heirs of the deceased workmen.

(b) Festival Advance: All the workmen should be given Rs. 25000/- as festival advance once in a year.

(c) Marriage Gift: On workmen's marriage one month's gross salary should be given as gift to him.

(d) Service reward: All the workmen should be given service reward as shown below:

- (i) Completion of : Rs. 15,000/-  
05 years of service
- (ii) Completion of : Rs. 20,000/-  
10 years of service
- (iii) Completion of : Rs. 25,000/-  
15 years of service

(e) Performance Bonus: All the workmen should be given Performance Bonus one gross salary once in a year.

(f) Casual/helper should be provided wherever required in production area.

(g) Housekeeping personnel should be provided in each area for Housekeeping work.

(h) Birthday coupon price to be given Rs. 1,500/-

(i) At a time workmen will operate only one machine. The workmen should not be forced to operate more than machine/other department, as there will be chances of less production or accident/incident.

(j) All the workmen should be given one Raincoat or Umbrella in the first week of June every year.

(k) Picnic: Company should arrange 03 days overnight picnic out of Goa with proper quality and standard arrangement in the month of July every year for all workmen. If it is not possible each workmen should be given Rs. 5,000/- towards the picnic. If any workmen is required to attend the duty on such days, he should be given cash benefits as mentioned above.

(l) Family Day: Company should arrange Family Day for all the workmen and their family member in the month of November or once in every year. If is not possible each workmen should be given Rs. 10,000/- towards the picnic. If any workmen

required to attend the duty on such days, he should be given cash benefits as mentioned above.

(m) Rest Room to be improved with well equipment facility.

(n) Company should provide well-furnished Union Office, Union Notice Board, Computer equipment to do the Union work.

(o) Company should relieve unit Committee to do Union work/attending meeting/training programme etc. and grant them special leave for the same.

(p) Checked by sign of the Operator should be removed.

(q) Change the designation of the boiler attendant as Factory and Boiler Rule.

(r) Maintenance Allowance: Maintenance Allowance of Rs. 500/- should be given to technicians who are working in engineering department.

(s) Incentives: All workmen should give paid 1% of the profit share per annum.

(t) Punching Card: Provisions of punching card should be near the Security Gate.

(u) Snacks: All the workmen should give free snacks for 1st, 2nd and 3rd shift.

(v) Lunch and Dinner: All the workmen should give free lunch for 1st Shift and Dinner for 2nd Shift.

(w) For prevention from dust and heat the Boiler workmen should provide the cabin for their work.

(x) Period of Agreement will be for three years only.

(y) Retrospective effect: All the above demands should be given with effect from 01-04-2016.

#### (11) Transport Facility:

Existing facility of providing transportation in all shifts should be given as:

(i) Verna Plant: Cortalim-Agassaim-Bambolim-Panjim-Porvorim-Mapusa. Verna Plant-Margao KTC-Nuvem-Power House.

(II) Verna Plant-Birla Cross-New Wada Vasco-KTC Vasco-Sada Vasco.

(iii) Verna Plant-Titan-Kesarval-Loutolim-Ponda City

(iv) General Shift Transport-Verna Plant-Ponda-Margao-Vasco-Panjim.

(12) Donation: The Company should deduct rise of one month salary as per the agreement of each

employee and send the cross cheque of the total amount to Bhartiya Kamgar Sena.

(13) Bonus Donation: 5% amount should be deducted from the total amount of Diwali Bonus from every employee and the cheque should be sent to Bhartiya Kamgar Sena.

(14) Check of System: The annual Union subscription of each member workman of the Union should be deducted from the pay and the consolidated amount of Rs. 240 + 60 = Total-300/- (Rupees Three Hundred) subscription so collected should be sent to Bhartiya Kamgar Sena by cross cheque.

#### **Demand No. 18:**

Rs. 10,000/- (Rupees ten thousand only) be granted to each of the worker w.e.f. 01-04-2016 by way of Interim Relief pending finalization of the Charter of Demands.

#### **Demand No. 19:**

In the night shift, the Management should give 15 minutes rest after every hour of working with a reliever operator during the said period.

*(2) If answer to issue No. (1) above is in negative, then, what relief the workers are entitled to?"*

2. Upon receipt of the reference, it was registered as IT/06/2021 and registered A/D notices were issued to both the parties. Pursuant to service of notices, Party I filed a Claim Statement at Exhibit 7. Thereafter, the Party II filed its Written Statement which is at Exhibit 8.

3. The brief facts of the present case is that the Party I states that the Party II is in the business of manufacturing generics, specially medicines and bio-pharmaceuticals, improving the lives of the patients and the Company operates worldwide having many other markets around the world. The Union Bhartiya Kamgar Sena is a registered Trade Union duly registered under the Trade Union's Act with its registered Office at Mumbai and presently represents all the workmen concerned in the present dispute. The Party I is herein referred to as "The Union" and the Union states that they have formed a Unit Committee of the workers of M/s Tevapharms Pvt. Ltd. who is Party II (for short "Goa Unit") which represents the workmen on the day to day matters and issues relating to the grievance of the workmen. The Union has its Committee Members and it represents about 190 permanent workmen on the Rolls of the Company and vide letter dated 14-12-2019 the Party I Union had communicated the formation of the Committee Members to the Party II. The Company employs more than 500 permanent workmen at their Factory in Verna-Goa and the present dispute is in respect

of all the workmen employed at their Factory in Verna-Goa.

4. The Union states that the Company has been from the time the workmen became the members of the Party I Union and they are attempting to disrupt the unity of the workmen employed by the Company who are members of the Union. The Company has not formed Works Committee as required under Section 3 of the Industrial Disputes Act, 1947 inspite of having more than 500 workmen on its Roll and also inspite of a request made by the union through its local committee the Company has been ignoring to declare the local Committee Members whose names have been furnished to the Company as 'protected workmen' on flimsy ground. The Company has been harassing the workers in some way or the other by following unfair labour practices.

5. The Party I states that the Party II had employed casual/temporary workers, Fixed Term Contracts and through the Contractors, who are doing regular work as is done by the Party I workmen. The Party I states that such workers were given artificial breaks in order to avoid making them regular though they were doing regular jobs with the Party II and further states that though the workmen are designated as Associates, they are doing the work of Operators/Technicians. The Party I further states that around the year 2010, the Plant I was expanded and additional machines were installed to increase the production and that on expansion, the Party II employed additional Operators and workmen including temporaries for manufacturing process. The Party I further stated that the Party II took over another Company by name M/s Watson Pharma Pvt. Ltd. in the year 2016 and called it as a Group of Teva and the process of manufacturing in both the units are different but the same are related to pharma products. The Party I further stated that the Operators who were working in Teva/Plant I were transferred to M/s Watson as and when required and that four workmen of the party II became the members of the Gomantak Mazdoor Sangh in the year 2014 and in the year 2018 around 25 more workmen of Party II became members of the said Sangh and the said Sangh submitted the Charter of Demands.

6. It is further stated that the party II was not resolving the individual grievances of the workmen and as such the workmen of Party II became the Members of the said Sangh, and the said Sangh vide its letter dated 01-7-2014 informed the Party II of joining of the workmen. The Sangh submitted a Charter of Demand (CoD) on the Management of the Party II vide its letter dated 01-10-2016. However,

the Party II did not discuss the matter with the Sangh on the said issue and as such the Sangh took up the matter of CoD before the Labour Commissioner, Panaji-Goa for intervention. The workmen resigned from the said Sangh and joined the Bhartiya Kamgar Sena of the Party I Union and the union thereafter submitted its fresh Charter of Demand as the said Sangh had withdrawn its Charter of Demands.

7. The Party I further stated that the Party II presently employs more than 500 workmen on regular basis besides casuals, temporaries, Fixed Term Contracts employees etc. and the management adopted an adamant stance, refusing to negotiate on the Union's Charter. The management, however, revised the wages and special allowance of the Associates who are not members of the Party I Union in order to prevent them from joining the Party I union thereby adopting unfair labour practices. The Party I states that the matter of Charter of Demands was taken up for discussions by the Dy. Labour Commissioner and Conciliation Officer, Panaji-Goa but the Party II did not attend any of the proceedings before the Dy. Labour Commissioner and Conciliation Officer, Panaji-Goa. Thereafter, the Party I Union called upon the Conciliation Officer to admit the Charter of Demands in conciliation and to bring about an amicable settlement on the said demands at the earliest, to avoid any industrial unrest. After several meetings were conducted by the Conciliation Officer, the matter was admitted in conciliation on 09-07-2020 and recorded a failure of conciliation and the Failure Report was sent to the appropriate Government on 12-11-2020.

8. Party I further stated that in the meantime the Management commenced harassment and victimization of the Committee Members as well as other members of the Union in various ways without any provocation from the workmen and the Party II also commenced employing more and more operators as Apprentices who were actually working as regular Operators employed to carry on the exact same duties as regular Operators in regular production jobs in all the three shifts with a view to create a fairly large work force of non-members of the union in order to break the unity of the regular workmen. It is also stated that the Management of Party II also kept on delaying the negotiations on the Charter of Demands on flimsy grounds until when the Conciliation Officer recorded a failure of conciliation ex-parte and submitted his Failure Report to the Appropriate Government. Thereafter, the Government of Goa on receipt of the report of the Conciliation Officer was pleased to refer the Charter of Demands raised by

Party I to this Tribunal. The Party I has also mentioned the detailed existing conditions of service vis-à-vis their demands and prayed that the same be granted.

9. In the Written Statement the Party II has raised objections stating that the entire claim of the Party I Union is bad in law and not maintainable as the Party I has no locus standi to raise the Charter of Demands as none of the workmen who are members of the said Union and on this ground itself the reference needs to be rejected. The Party I Union is not registered in Goa as it is registered in Mumbai and therefore the said Union has no locus standi to raise an industrial dispute with reference to any workmen of Goa. Shri Vinayak Patil who has signed the Claim Statement has no locus standi to sign the Statement of Claim as no authority can be given by the Union to said Vinayak Patil. It is also their objection that the entire reference is not maintainable and bad in law as no evidence was brought by the union before Conciliation Officer or Government showing concrete and reliable evidence that the Company was bound to concede the Charter of Demands raised by the Union.

10. The Party II states that they have given all the justification to the various demands made by the Party I and the said demands are not maintainable and prays that reference be rejected.

11. In the Rejoinder at Exhibit 9 the Party I denied the case put forth by Party II in the Written Statement.

12. During the pendency of the present reference both the Parties filed an application for Award in terms of settlement along with the terms of settlement at Exhibit 10 Colly stating that they have arrived at a settlement under Section 12(3) of the Industrial Disputes Act, 1947 and prayed that an Award be passed in terms of the said settlement dated 06-06-2022 before the Commissioner, Labour and Employment, Government of Goa, Panaji.

13. The above application has been signed by representative of Party I, Dr. Raghunath Kuchik, General Secretary of the Union, Mr. Shankar Pandit, Executive Member of the Union and the members of the Local Committee, so also the representative of Party II, Mr. Michiel Wisburn, Site General Manager, Mr. Vinod Shetty, Sr. Director-HR, Mr. Gajanan Gawas, Director-HR, Ms. Shaari Jayesh, Manager-Total Rewards and Ms. Gaury Kamat, Sr. Manager-HR. An amicable settlement was arrived between both the Parties on the following terms and conditions:

#### **1.0 Objectives, intent and purpose of this Memorandum of Settlement:**

Objectives, intent and purpose of this Settlement is to provide orderly, effective and harmonious industrial relations through collective bargaining as per applicable law, to maintain cordial and meaningful relations between the Company and the workmen, to maintain fair wage and service conditions, to ensure prompt and fair redressal of grievances, to foster positive discipline and total observance of all rules and regulations in the Company, to sustain and improve efficiency, smooth and uninterrupted operations in the manufacturing facility of the Company and to increase individual and overall collective productivity and also ensuring the welfare of the workmen.

1.1 The workmen and Company agree to render complete, wholehearted and unstinted co-operation in improving productivity and to improve continuously the quality of the Company's products and to ensure on-time delivery. This will support Company to achieve the competitive status, improving efficiency and productivity.

1.2 To re-dedicate and re-affirm our mutual faith to work together for the continuous stability, growth and profitability so that Company becomes world class organization, serve our patients worldwide, develop technologies both related to process and products and achieve targets of the Company.

1.3 The Parties will co-operate in securing improvements in overall productivity and avoiding all forms of waste including waste of time, materials and all wasteful practices. For achieving the above objectives, to sustain and improve the competitive status of the Company, effectively respond to and satisfy customer needs and to improve its production and earning capacity, and pledge to foster and encourage highest degree of co-operation between Company and their workmen at all levels.

1.4 It is the intent and purpose of the Parties hereto that under the existing highly competitive conditions in the industry, all efforts will be directed at maximizing production/productivity, quality, containing the manufacturing costs at appropriate levels and eliminating all wasteful practices and, there shall be appreciation of obligations from both the Parties.

#### **2.0 Management Role:**

The management of the Company will provide directions and long-term perspective for the benefit of the Company and its workmen.

Below will consider as Management responsibilities:

- I. Adequate long term and short term planning;
- II. Required capital expenditure and capex, equipment etc.
- III. Development and sufficient provisions of vital infrastructure facilities such as space and power, development and management of sources of raw material/supplies of input to the production unit; and
- IV. An adequate manpower planning and governance of the employee.

### **3.0 Employee Role:**

While discharging their responsibilities through their sufficient and effective performance, below will consider as Employee roles and responsibilities:

- I. The workmen shall co-operate in all initiatives such as:

Lean supply chain management, modernization, change in technology, and manufacturing processes, contemporary management techniques and practices and optimizing the use of men, material and machinery, implementation safety measures and using safety appliances, personal protection equipment's (PPE) etc.

- II. Workmen agree jointly and severally to extend their full co-operation to the Company in improving effective working time, enforcing discipline, improving the efficiency, maintaining punctuality and regularity in attendance.

- III. Improving quality and safety work practices consistently and eliminating wastages and unproductive practices which will hamper production/productivity.

### **4.0 Collaborative Efforts:**

Both the Parties will maintain harmonious, industrial relations, healthy practices and commitment.

For any differences both the Parties will resolve the differences, if any for successfully steering the Company to establish growth and attain an enviable position in the industry. Both Parties firmly believe that joint efforts, will enable them to attain their cherished goals.

### **5.0 Applicability:**

5.1 The provisions of this settlement shall be applicable to all permanent workmen who are the members of the Union and were on the rolls of the

Company on the date of submission of the COD dated 19-01-2019 as per list attached as Annexure A. Any confirmed employees who were part of the COD dated 19-01-2019 and has ceased to be in employment for any reasons, during the term of the settlement, will also be entitled for the benefits proportionate to the period of service rendered during the period of this settlement. Such workmen shall be paid actual arrears in full and final settlement of all their dues arising out of this settlement. An application will be obtained from such workmen through the Union for claiming the amount of arrears.

5.2 It is further agreed between the Parties that the provisions of this settlement, however, shall not be applicable to the workmen employed by any of the Contractors or those who are employed as retainer/consultant or casual/temporary/part time workmen for whatsoever job work in whatsoever capacity, they are engaged.

5.3 It is agreed between the parties that if any employee has joined this Union at any time on or before 01-04-2019 and after up to 31-03-2022, shall also be given the Scale of Pay and fitment as agreed in this settlement. It is, however, clarified that if any workmen has taken the benefits of increments from the management before joining this Union, such workmen shall be fitted in the Scale of Pay and given benefits of this settlement and any such increment given can be adjusted while making fitment. It is also agreed that the benefits of this settlement shall not be applicable to those workmen who have resigned from the Union and/or who have been removed by the Union during the period 01-04-2019 to 31-03-2022.

### **6.0 Emoluments & Costing of this Memorandum of Settlement:**

The total costs of the settlement was arrived at an average payout payable during the term of three years settlement tenure at 03 (Three) groups identified on the basis of employment tenure/experience and/or seniority as mentioned in Clause 6.1 of this settlement.

#### **Tenure of Settlement:**

The settlement shall remain effective from **1st April, 2019 till 31st March, 2022** and shall continue to remain in force thereafter until such time it is validly terminated by either of the Party as per the provisions of the Industrial Disputes Act, 1947.

It is agreed between the Parties that the arrears arising out of this settlement from 1st April, 2019 till 31-03-2022 shall be paid to those workmen who are mentioned in Clause 5.0 of this settlement as per Annexure A. The said payment shall be subject to any deductions under the prevailing laws and

will be paid within two months from signing of this settlement. The details of the working will be made available to the Union. The Company shall recalculate the overtime wages based on the revised salary and the difference in O.T. shall be paid alongwith the arrears under this settlement.

Any tax liability arising from any payments or other benefits introduced or revised under the settlement will be as per the Income Tax Act, 1961 and will be borne by the respective employee/workmen.

#### **6.1 BASIC PAY AND FITMENT:**

It is agreed that the following pay scale shall apply to all the eligible workmen during the tenure of this settlement. This new pay scale was arrived at a discussion between the Union and Management on 6th May 2022 at Goa and has been mutually agreed by both the Parties.

3000-650-6250-675-9625-700-13125-725-16750-750-20500-775-24375-800-28375-825-32500 (Workmen reaching the last basic in the scale shall be given additional Rs. 100/- in the last drawn increment).

Each permanent employee on the rolls of the Company and who are part of this Memorandum of Settlement shall be given a rise in their existing Basic pay w.e.f. 1st April, 2019 to 31st March, 2022 for period of three years as per the table below.

Group	Classification	W.e.f.	W.e.f.	W.e.f.
		1st April, 2019	1st April, 2020	1st April, 2021
I	6 Years & above	Rs. 2625/- per month + Annual Increment	Rs. 1575/- per month + Annual Increment	Rs. 1050/- per month + Annual Increment.
II	3 to 6 Years	Rs. 2375/- per month + Annual Increment	Rs. 1425/- per month + Annual Increment	Rs. 950/- per month + Annual Increment.
III	0 to 3 Years	Rs. 1750/- per month + Annual Increment	Rs. 1050/- per month + Annual Increment	Rs. 700/- per month + Annual Increment.

On adding the above amount into the existing Basic Pay (drawn in March 2019), the basic salary so arrived will be then fitted in the Pay Scale at appropriate level. If there is no corresponding step in the salary scale the residue amount, if any, due to this fitment will be considered as Additional Basic Pay. It is agreed between the Parties that the Additional Basic Pay of the first year i.e. 01-04-2019 shall be added to the fitment money of the second year i.e. 01-04-2020 and fitted at the respective step in the Scale of Pay and residue amount in the second year shall be taken as additional basic pay. Similarly the additional basic pay of second year shall be added to the fitment amount of the third year i.e. 01-04-2021 and fitted at the respective step in the scale of pay and the residue amount in the third year shall be taken as Additional Basic Pay. This additional basic pay shall be considered for calculating all benefits such as overtime wages, provident fund, statutory bonus, & gratuity.

#### **6.2 Flat Rise:**

This demand is dropped by the Union on account of overall increase in Basic Fitment as per Clause 6.1 of this settlement.

#### **6.3 Seniority Increment:**

This demand is dropped by the Union on account of overall increase in Basic Fitment as per Clause 6.1 of this settlement.

#### **6.4 Variable Dearness Allowance:**

This demand is dropped by the Union on account of overall increase in Basic Fitment as per Clause 6.1 of this settlement.

#### **6.5 House Rent Allowance:**

Each permanent workman on the rolls of the Company and who are part of this Memorandum of settlement shall be given a rise in their existing House Rent Allowance w.e.f 1st April, 2019 as per the below table:

Group	W.e.f.	W.e.f.	W.e.f.
		1st April, 2019	1st April, 2020
I	Rs. 1313/- per month	Rs. 788/- per month	Rs. 525/- per month.
II	Rs. 1188/- per month	Rs. 713/- per month	Rs. 475/- per month.
III	Rs. 875/- per month	Rs. 525/- per month	Rs. 350/- per month.

**6.6 Education Allowance:**

It is agreed between the Parties that the prevailing practice shall continue in respect of education allowance and there shall be no change in education allowance.

**6.7 Conveyance Allowance:**

Each permanent workman on the rolls of the Company and who are part of this Memorandum of settlement shall be given a rise in their existing Conveyance Allowance w.e.f. 1st April, 2019 as per the below table:

Group	W.e.f. 1st April, 2019	W.e.f. 1st April, 2020	W.e.f. 1st April, 2021
I	Rs. 525/- per month	Rs. 315/- per month	Rs. 210/- per month.
II	Rs. 475/- per month	Rs. 285/- per month	Rs. 190/- per month.
III	Rs. 350/- per month	Rs. 210/- per month	Rs. 140/- per month.

**6.8 Special Allowance:**

Each permanent workman on the rolls of the Company and who are part of this Memorandum of settlement shall be given a rise in their existing Special Allowance w.e.f. 1st April, 2019 as per the below table:-

Group	W.e.f. 1st April, 2019	W.e.f. 1st April, 2020	W.e.f. 1st April, 2021
I	Rs. 788/- per month	Rs. 473/- per month	Rs. 315/- per month.
II	Rs. 713/- per month	Rs. 428/- per month	Rs. 285/- per month.
III	Rs. 525/- per month	Rs. 315/- per month	Rs. 210/- per month.

**6.9 Paid Holidays:**

It is agreed between the Parties that the prevailing practice shall continue in respect of paid holidays and there shall be no change in paid holiday.

Bonus Act, the Union may raise a separate demand as per 2018 Annual Bonus Policy of the company declared by CEO as amended from time to time.

**6.14 Shift Allowance:**

The Union has agreed and dropped the demand of shift allowance.

**6.15 Fixed Dearness Allowance:**

In view of the revision given the Union does not press this demand and is dropped.

**6.16 Accident Benefits/Medical Facility:**

The Union has agreed to drop these demands in view of the prevailing policy of the Company for payment of accident benefits to the workmen and his family wherever applicable.

**6.17 City Compensatory Allowance:**

The Union has agreed and dropped city compensatory allowance.

**6.18 Paternity Leave:**

It is agreed between the Parties that the prevailing practice of the Company shall continue in respect of this demand and Union has agreed to drop the demand of revision in Paternity leave.

**6.19 Bereavement Leave:**

It is agreed between the Parties that the prevailing practice shall continue in respect of bereavement leave and Union has agreed to drop the demand of revision in bereavement leave.

**6.20 Bandh Day:**

Both the Parties have mutually agreed that there

will be no Bandh day and the Union has agreed and dropped this demand.

**6.21 Short Leave:**

It is agreed between the Parties that the Company shall give short leave of two hours for early going or late coming in a month, post approval of respective shift In-charge or Manager or Director HR.

**6.22 Leave Carry Forward & Encashment:**

It is mutually agreed between the Parties that the prevailing practice of Leave carry forward and Leave encashment policy shall continue unaltered.

**6.23 Attendance Allowance:**

The Union has agreed and dropped this demand.

**6.24 Loan Facility:**

The Union has agreed and dropped this demand with respect to Personal and Housing Loan.

**6.25 Death Relief Fund:**

The Union has agreed and dropped the demand for death relief fund.

**6.26 Festival Advance:**

The Union has agreed and dropped the demand for festival advance.

**6.27 Marriage Gift:**

It is agreed between the Parties that the prevailing practice shall continue in respect of this demand and the existing demand of the Union related to marriage gift is dropped.

**6.28 Service Award:**

It is mutually agreed between the Parties that the prevailing long service recognition declared in item No. 12 of HR Policy Manual of the Teva India shall be applicable to these workmen. The arrears in the respect of earlier period shall also be paid to the workmen wherever applicable.

**6.29 Picnic:**

It is mutually agreed between the Parties that the prevailing practice should continue.

**6.30 Family Day:**

It is mutually agreed between the Parties that the prevailing practice should continue.

**6.31 Maintenance Allowance:**

The Union has agreed and dropped the demand of maintenance allowance.

**6.32 Incentive:**

The Union has agreed and dropped the demand of Incentive.

**6.33 Punching Card:**

It is mutually agreed between the Parties that the prevailing practice shall continue in respect of this demand.

**6.34 Snacks:**

It is mutually agreed between the Parties that the management shall also provide free snacks and tea in the first shift.

**6.35 Lunch & Dinner:**

It is mutually agreed between the Parties that the prevailing practice shall continue in respect of this demand.

**6.36 Transport Facility:**

It is mutually agreed between the Parties that the prevailing practice shall continue in respect of this demand.

**6.37 Donations, Bonus Donation, Cheque System:**

Based on mutual discussions between the Parties, the Union has dropped the demand.

**6.38 General Provisions:**

a) The Union and the workmen has specifically agreed to implementation of various requirements/procedures under FDA regulations, GMP, EHS, Factories Act, 1948, Industrial Dispute Act, 1947 and gowning procedures and personal hygiene etc. without affecting the jobs of the workmen.

b) This settlement is in full and final settlement of all demands raised by the Union, which are not specifically dealt with or not pressed in this Memorandum of Settlement shall be treated as settled.

c) The Union and the workmen individually, jointly or through any other union or agency, agree not to raise or pursue any dispute in respect of any demands covered under this Memorandum of Settlement, whether specifically covered or not pressed or withdrawn in this Memorandum of Settlement and further agree not to raise any demands which are settled under this settlement on behalf of these workmen involving any financial burden or otherwise on the Company, directly or indirectly during the currency of this settlement. The Company agrees not to raise or pursue any dispute specifically covered or withdrawn during the currency of this Memorandum of Settlement.

d) Both the Parties agree that in case of any individual/group grievances, every effort will be made to resolve it in the first place by mutual discussion between the Parties in accordance with the law and without either Party resorting to any unilateral action. It is also agreed between the Parties that in the event they do not arrive at a mutually acceptable solution, both the Parties will follow methods for the settlement of dispute as per prevailing laws.

e) It is expressly understood by the Union and its workmen that all the prevalent service conditions and benefits under the policies of the Company shall continue to remain unaltered other than specified, discussed and documented, and the Union and the workmen agreed to abide and follow these conditions for the overall efficiency of the manufacturing facility and the Company.

f) It is understood by the Union and the workmen that any rules and regulations, company policy of Teva with all upward revisions, existing practices, privileges, terms and conditions currently prevailing in the Company as a matter of policy or statute which have not been expressly altered as a result of this Memorandum of Settlement shall continue to remain in force and the union, its workmen and Company shall abide by the same. Any such alterations which do not prejudice the terms and conditions of this Memorandum of Settlement shall be followed by the Parties. Similarly any statute modified or introduced by the Government during the tenure of this settlement and which is beneficial shall be complied by the Company as well as union and its workmen.

g) The Union and the workmen appreciate that it is essential to improve and maintain the competitive status and profitability of the Company and reduce the costs as an ongoing exercise. The Union and the workmen shall continue to adhere to all measures adopted by the Company from time to time which do not affect the service of these workmen towards this goal including but not limited to:

I. Introduction of new and/or improved methods and machinery, restructuring, re-allocation or re-organization, flexibility of manpower allocation and method simplification or modification or improvement in various inputs directly or through SOP from time to time as appropriate.

II. It is agreed that workmen shall work in any section/department in the same grade/designation as per the requirements of the Company. The Company may also depute workmen in other department on any other job than currently handle by him/her for upgradation of his/her skills or due to exigencies of work or as per requirements of the Company. However, such deputation does not affect the job which the workmen carry on.

III. It is also agreed that safety of plant/machinery/equipment and personnel is of paramount importance and both Parties shall protect under all circumstances. The workmen shall ensure at all times wearing of personal protective equipment's wherever required as per safety norms

required for personal safety and as per applicable safety guidelines of the Company.

IV. It is agreed that the Works Committee of 20 employees is deemed to be constituted. The workmen whose names will be given are the representatives of the Union on the Works Committee. The Company shall nominate 10 employees as their representatives on the said Committee. The Chairman of the Works Committee shall be representative nominated by the Company. This committee shall meet at regular intervals as decided. The works committee shall use this platform to debate and address all shop floor related process improvement initiatives, quality enhancement drives, safety issues and any other general or specific employee issues if any. The minutes of the discussions in the works committee shall be recorded and signed by all the members of works committee on the day of the meeting.

V. The concerned workmen shall handover proper charge at workplace during change over from one shift to another. It is also agreed that all workmen will adhere to the shift timings by starting the work on time and not leaving the place of work until and unless he/she is relieved by the next shift operator.

VI. It is agreed that the workmen will adhere to all the rules and regulations of the cafeteria/canteen timings and shall not remain in canteen/area beyond permissible time.

VII. It is agreed that the workmen shall adhere to staggered lunch and dinner breaks by relieving its team mate and/or colleague and shall ensure no work stoppage and/or machine stoppage caused on account of lunch and dinner breaks.

VIII. It is also agreed that all workmen will attend on duty training programs they are nominated as per the Company's training and development plans and/or as per GMP requirements complying to SOP's and training policy.

IX. Both the Parties have mutually agreed that any retrospective amendment in the charter of demands attached herewith as Annexure A will not be considered and Annexure A as agreed in this Memorandum of Settlement shall be valid and binding. Management in consultation with the Union/Local Committee to do required changes in Annexure-A to comply with any retrospective statutory legal requirement; however the amount as agreed between the Parties will not change due to such retrospective changes.

#### X. Movement in Groups:-

It is agreed between the Parties that as and when any workmen crosses the working years of service

## OFFICIAL GAZETTE — GOVT. OF GOA

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in a particular group, such workmen shall be elevated in higher group and shall be paid wages as per the said higher group.

## XI. Protected Workmen:-

It is agreed between the Parties that first five Local Committee Members of the Union whose names are furnished by the Union vide its letter dated 9th March, 2022 shall be deemed to be Protected Workmen for the years 2021/22 and 2022/23. It is also agreed that the Company shall declare first five local Committee Members of the Union as Protected Workmen for subsequent years as per the request of the Union within 15 days of such request failing which the said workmen shall be deemed to be protected workmen.

## XII. Pending Legal Matters:-

It is agreed between the Parties that all the legal matters pending before various authorities, which are specifically not resolved under this settlement, will be continued.

XIII. It is agreed between the Parties that in respect of revision of wages of the four workers for the period 1st April, 2016 to 31st March, 2019, the Company has decided to provide an increment as highlighted below:-

Employee ID	Employee name	Amount to be added effective 1-04-2018 to special allowance
154333	Vithal Patil	4.5% of salary as on 31-03-2018.
154331	Vinayak Shivaji Patil	5% of salary as on 31-03-2018.
184735	Satish Wadkar	7% of salary as on 31-03-2018.
154330	Yogesh Ingale	5% of salary as on 31-03-2018.

The said increment amount will be added in the special allowance effective 1st April, 2018 and arrears upto date will be paid. In view of the above settlement, the parties shall make an application in Reference No. IT/06/21 for no dispute Award. Both the Parties agree that no further demands or claim will be re raised for the above said period which is covered under Reference No. IT/06/21.

13. I have gone through the records of the case and the above Memorandum of Settlement which are duly signed by both the Parties and I am convinced that the consent terms filed by the Parties are just and fair and are in the interest of the Workmen/Party I and the Employer/Party II and therefore, the same are accepted.

Accordingly, I pass the following Order:

## ORDER

- (i) The reference stands disposed off in view of the consent terms filed by both the Parties at Exhibit 10 Colly.
- (ii) No order as to cost.
- (iii) Inform the Government accordingly.

Sd/-  
 (Bela N. Naik),  
 Presiding Officer,  
 Industrial Tribunal  
 and Labour Court.

## Order

No. 28/18/2022-LAB/519

Whereas, the Government of Goa is of the opinion that an industrial dispute exists between the management of M/s. Devyani Foods Industries Limited, Tisk, Usgao, Ponda, Goa and their workmen, represented by the Goa Trade and Commercial Workers' Union, in respect of the matter specified in the Schedule hereto (hereinafter referred to as the "said dispute");

And whereas, the Government of Goa considers it expedient to refer the said dispute for adjudication.

Now, therefore, in exercise of the powers conferred by Clause (d) of sub-section (1) of Section 10 of the Industrial Disputes Act, 1947 (Central Act 14 of 1947), (hereinafter referred to as the "said Act"), the Government

of Goa hereby refers the said dispute for adjudication to the Industrial Tribunal of Goa at Panaji-Goa, constituted under Section 7A of the said Act.

#### SCHEDULE

(1) Whether the action of the management of M/s. Devyani Foods Industries Limited, Tisk, Usgao, Ponda, Goa in not conceding the following demands raised by the Goa Trade & Commercial Workers' Union, vide it's letter dated 15-11-2021, is legal and justified?

#### CHARTER OF DEMANDS

##### 1. FLAT-RISE IN THE BASIC SALARY:

That each worker be paid a sum of Rs. 2500/- as Flat-Rise in the basic salary as on 01-04-2021. The total basic salary as on 31-03-2021 PLUS the Flat-Rise of Rs. 1500/- per month be placed in the pay-scales given below and fitted in the appropriate stage with effect from 01-04-2021.

Grade	Category	Pay-Scales
I	Sr. Supervisor/ Supervisor	3500-285-4925-315- -6500-345-8225- 375-10100-410.
II	Line Supervisor/Store Supervisor	3200-255-4475-285- -5900-315-7475-345- -9200-375.
III	Operator/Asst. Operator/Asst. Operator Maintenance, Asst. Operator Despatch/ Despatch Executive	2900-225-4025-255- -5350-285-6775-315- -8350-345.
IV	Jr. Technician/Operator/ Helper, Packer, other equivalent designation, etc.	2600-195-3575-225- -4700-255-5975-285- -7400-315.

##### 2. FIXED DEARNESS ALLOWANCE (FDA):

That with effect from 01-04-2021 each worker be paid Rs. 2500/- per month towards Fixed Dearness Allowance (FDA).

##### 3. VARIABLE DEARNESS ALLOWANCE (VDA):

That with effect from 01-04-2021 each worker be paid a Variable Dearness Allowance @ Rs. 2/50 per point rise over and above base 4500 points AAICPI (1960=100). The Variable Dearness Allowance (VDA) should be revised once every quarter (once in three months).

##### 4. HOUSE RENT ALLOWANCE (HRA):

That with effect from 01-04-2021 each worker be paid an additional amount of Rs. 2000/- in the existing House Rent Allowance (HRA).

#### 5. SPECIAL INCREMENTS:

That with effect from 01-04-2021 all the workers be made eligible to the following Special Increments on the basis of their seniority:

(i) Those who have completed 1 to 5 years as on 31-03-2021 shall be paid one extra special increment.

(ii) Those who have completed 5 to 10 years as on 31-03-2021 shall be paid two extra special increments.

(iii) Those who have completed 10 to 15 years as on 31-03-2021 shall be paid three special increments.

(iv) Those who have completed 15 to 20 years as on 31-03-2021 shall be paid four special increments; and

(v) Those above 20 years of service and above shall be paid five special increments with effect from 01-04-2021.

#### 6. CONVEYANCE ALLOWANCE:

That with effect from 01-04-2021 each worker be paid an additional amount of Rs. 750/- per month over and above the existing Conveyance Allowance.

#### 7. EDUCATIONAL ALLOWANCE:

That with effect from 01-04-2021 each worker be paid an amount of Rs. 750/- per month towards Educational Allowance.

#### 8. MEDICAL ALLOWANCE:

That each worker be paid an additional amount of Rs. 800/- per month over and above the existing Medical Allowance.

#### 9. CANTEEN ALLOWANCE:

That with effect from 01-04-2021 each worker be paid an amount of Rs. 1000/- per month towards Canteen Allowance.

#### 10. UNIFORMS & WASHING ALLOWANCE:

That each worker be issued 2-sets of uniforms every year and that with effect from 01-04-2021 each worker be paid a sum of Rs. 750/- per month towards Washing Allowance.

#### 11. SHIFT ALLOWANCE:

That with effect from 01-04-2021 each worker be paid a Shift Allowance @ Rs. 100/- per shift for 2nd shift worked; and Rs. 150/- per shift for work done in 3rd shift.

#### 12. LEAVE FACILITIES:

That with effect from 01-04-2021 each worker be made eligible for the following Leave Facilities:

(a) Privilege Leave : 25-days per annum with a facility to accumulate upto 100 days and encashed.

(b) Casual Leave : 8-days per annum with a facility to accumulate upto 30 days.

(c) Sick Leave : 8-days per annum with a facility to accumulate upto 30 days.

(d) Holidays : 10-days per annum to be discussed.

**13. LEAVE TRAVEL ALLOWANCE:**

The Union call upon the Management to pay the following Leave Travel Allowance for a calendar year, with effect from 01-04-2021 onwards:

Grade-I	:	Rs. 10,500/-
Grade-II	:	Rs. 9,500/-
Grade-III	:	Rs. 8,500/-
Grade-IV	:	Rs. 7,500/-

**14. PROMOTIONS:**

All those workers who have stagnated in same grade for 5-years and above without promotions, be promoted to next higher grade.

**15. SAFETY SHOES & UMBRELLAS/RAIN-COATS:**

That 2-pairs of safety-shoes, umbrellas and rain-coats be issued to all workers every year without any discrimination.

**16. MEDICAL FACILITIES/HEALTH & SAFETY:**

- (i) Those workers who meet with accidents "in course of employment" ought to be paid full wages by the Company as though he/she is on duty. The worker should also be paid all the medical expenses until he/she fully recuperates/recovers. All the workers should also be provided proper safety equipment while working at the shopfloor.
- (ii) Those workers who cross the threshold of ESIS coverage ought to be paid a Medical Allowance @ 4.75% of the gross salary per month and be eligible to 15-days paid sick-leave.
- (iii) Every worker ought to be insured under Group Personal Accident Insurance Scheme to the extent of four (4) lakhs.
- (iv) Emergency exit

The Company should maintain an impediment-free Emergency Exit in the Company for the workmen to come out from the premises during emergencies. Presently, the main doors of the company are either closed or loading is done at the main doors.

**17. LOAN FACILITY:**

Every worker ought to be eligible to an Interest-Free Loan of Rs. 50,000/- (Rupees fifty thousand only) to be deducted and repaid in 50-equal installments.

**18. DEATH RELIEF:**

In case of death of any workman, he/his/her family be provided with one time Death Relief of Rs. 25,000/-.

**19. INTERIM RELIEF:**

Pending discussions, negotiations or adjudication process on above demands, each of the workman be paid a sum of Rs. 5,000/- per month as an Interim Relief to be adjusted from the final settlement.

(2) If answer to issue No. (1) above is in negative, then what relief the workmen are entitled to?

By order and in the name of the Governor of Goa.

*Amalia O. F. Pinto*, Under Secretary (Labour).  
Porvorim, 26th September, 2022.



Department of Law & Judiciary  
Law (Establishment) Division

**Notification**

No. 14/17/2022-LD (Estt.)/1544

The following Notification No. P0703/2022 dated 17-08-2022 which has been issued by the High Court of Judicature at Bombay, is hereby published for general information of the public.

By order and in the name of the Governor of Goa.

*Amir Y. Parab*, Under Secretary (Law-Estt.).  
Porvorim, 28th September, 2022.

**Notification of the High Court of Judicature at Bombay**

No. P-0703/2022— In exercise of the powers conferred under Section 5(1) and (2) of the Right to Information Act, 2005 read with Rule 15 of the Bombay High Court Right to Information (Revised) Rules, 2009 and in partial modification of the Notification dated 25 February, 2019 the Hon'ble the Chief Justice is pleased to designate Shri G.G. Bhansali, Registrar (Judicial), High Court of Bombay at Goa, Panaji as First Appellate Authority in place of Shri K.A. Bagi, the then First Appellate Authority, High Court of Bombay at Goa, Panaji.

Sd/-

High Court of Bombay (M.W. CHANDWANI),  
at Goa, Panaji Registrar General.  
Date: 17th August, 2022.

**Department of Personnel****Order**

No. 7/17/2022-PER/3223

Ms. Mamu Hage, IAS, Collector (North) shall hold the charge of Chief Executive Officer of Imagine Panaji Smart City Development Ltd., in addition to her own duties, w.e.f. 01-10-2022.

By order and in the name of the Governor of Goa.

*Eshant V. Sawant*, Under Secretary (Personnel-I).

Porvorim, 27th September, 2022.

**Order**

No. 6/5/2011-PER/3279

Shri Amitesh A. Shirvoikar, Chief Officer, Mapusa Municipal Council shall hold the charge of the post of Under Secretary, Goa Staff Selection Commission in addition to his own duties with immediate effect.

This issues with the approval of Goa Services Board.

By order and in the name of the Governor of Goa.

*Nathine S. Araujo*, Under Secretary (Personnel-II).  
Porvorim, 29th September, 2022.

**Department of Public Health****Order**

No. 4/13/2020-II/PHD/1557

Read: Memorandum No. 4/13/2020-II/PHD/944 dated 23-06-2022.

On the recommendation of the Goa Public Service Commission as conveyed vide their letter No. COM/I/5/30(3)/2020/120 dated 31-05-2022, Government is pleased to appoint Dr. Mahadev alias Suviraj Vinayak Parmekar to the post of Assistant Professor in the Department of Neuro-Surgery (Group "A" Gazetted) under the Goa Medical College, Bambolim-Goa on temporary basis in the Level-11 of Pay Matrix of 7th Pay Commission [Pay Band-3 Rs. 15600-39100 + Grade Pay of Rs. 6600/- (pre-revised)] with immediate effect and as per the terms and conditions contained in the Memorandum cited above.

Dr. Mahadev alias Suviraj Vinayak Parmekar shall be on probation for a period of two years.

Dr. Mahadev alias Suviraj Vinayak Parmekar has been declared medically fit by the Medical Board

and his character and antecedents has been verified by the Additional Collector (North), Panaji-Goa and there is nothing adverse on intelligence records against the said Doctor.

The appointment is made against the vacancy occurred due to creation of additional posts of Assistant Professor in Goa Medical College vide Order No. 4/1/2018-II/PHD/1195 dated 14-08-2019 and allotted 02 posts of Assistant Professor in the Department of Neuro-Surgery, Goa Medical College vide Order No. 4/1/2018-II/PHD/Part-I/3383 dated 23-10-2020.

By order and in the name of the Governor of Goa.

*Trupti B. Manerkar*, Under Secretary (Health).

Porvorim, 28th September, 2022.



Directorate of Skill Development and Entrepreneurship

**Order**

No. 2/123/2018-SDE/EST/PART FILE/1832

On the recommendation of Goa Public Service Commission vide their communication No. COM//II/11/60(1)/2014/237 dated 26-08-2022, Government is pleased to promote Shri Ramesh Velip, Group Instructor, to the post of Principal-Jr. Scale (Group "B" Gazetted) (ST Category) in the pre-revised pay scale of Rs. 9,300-34,800/- + G. P. Rs. 4,800/- (Pay Matrix Level 8 as per 7th Pay Commission) on regular basis and post him at Government Industrial Training Institute, Margao-Goa with immediate effect.

The present pay of the incumbent is protected in the Pay Matrix in which his salary is drawn.

The above promotion is made against the post fallen vacant due to death of Shri Sandeep Naik on 24-09-2020. The post was created vide order No. 23/38/80-ILD dated 04-08-1980 and revived vide order No. 21/9/81-ILD dated 08-09-1981.

Shri Velip shall be on probation for a period of two years.

The expenditure towards his salary shall be debited to the Budget Head "2230—Labour and Employment; 03—Training; 101—ITI; 04—ITI Centres (Non-Plan); 01—Salaries".

By order and in the name of the Governor of Goa.

*Dipak S. Desai*, Director (Skill Development and Entrepreneurship) & ex officio Addl. Secretary.

Panaji, 26th September, 2022.